

1
2 BILL NO. S-90-08-19
3

4 SPECIAL ORDINANCE NO. S-211-90
5

6 AN ORDINANCE approving
7 Contract FOR RES. #1057-89,
8 SHERWOOD TERRACE WATER MAIN
between DEHNER CONSTRUCTION,
INC. and the City of Fort
Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
10 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract FOR RES. #1057-89,
12 SHERWOOD TERRACE WATER MAIN by and between DEHNER
13 CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in
14 connection with the Board of Public Works and Safety, is
15 hereby ratified, and affirmed and approved in all respects,
16 respectfully for:

17 a system of water mains in and
18 along East Sherwood Terrace
19 from Wayne Trace to Holley
Avenue;

20 involving a total cost of Eighteen Thousand Eight Hundred
21 Forty and no/100 Dollars (\$18,840.00).

22 SECTION 2. Prior Approval has been requested from
23 Common Council on July 24, 1990. Two copies of said
24 Contract are on file with the Office of the City Clerk and
25 made available for public inspection, according to law.

26 SECTION 3. That this Ordinance shall be in full
27 force and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29
30
31
32 APPROVED AS TO FORM
AND LEGALITY



J. Timothy McCaulay, City Attorney

J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

Board Order 149-89

Resolution 1057-89

Work Order 64157

THIS CONTRACT made and entered into in triplicate this 8th day of *August*, 1990, by and between DEHNER CONSTRUCTION INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

INSTALL 680 ± LF OF 6" CL 50 WATER MAIN ON SHERWOOD TERRACE FROM WAYNE TRACE TO HOLLY AVENUE.

All according to Fort Wayne Water Utility, Drawing No. Y-10659, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$18,840.00 (EIGHTEEN THOUSAND EIGHT HUNDRED FORTY DOLLARS AND no cents). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the

CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for

this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1057-89
- b. Instructions to Bidders for Resolution No. 1057-89
- c. Contractor's Proposal dated 27 JUNE 1990
- d. Fort Wayne Engineering Department Drawing Y-10659
- e. Supplemental Specifications for Resolution No. 1057-89
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.
- n. EBE Statement

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

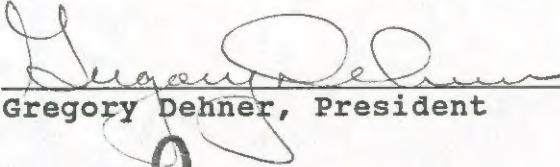
This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

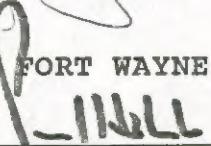
This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: DEHNER CONSTRUCTION INC

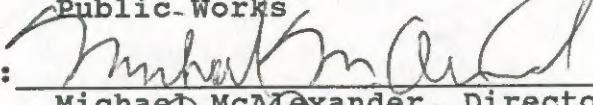
By: 
Gregory Dehner, President

CITY OF FORT WAYNE

By: 
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: 
Charles E. Layton, Director
Public Works

By: 
Michael McAlester, Director
Public Safety

By: 
Douglas M. Lehman, Director
Administration and Finance

ATTEST:


PATRICIA J. CRICK, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 30th day of July, 1990, personally appeared the within named GREGORY DEHNER, who being by me first duly sworn upon his oath says that he is the PRESIDENT of DEHNER CONSTRUCTION, INC. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of DEHNER CONSTRUCTION, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Roger N. Carpenter
Notary Public

Roger N. Carpenter
Printed Name of Notary

My Commission Expires:

January 13, 1992

Resident of ALLEN County.

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 10th day of Aug., 1990, personally appeared the within named Paul Helmke, Charles E. Layton, Michael McAlexander, Douglas M. Lehman, and Patricia J. Crick, by me personally known, who being by me duly of sworn said that they are respectively the Mayor of the City of Fort Wayne, and Director, Members, and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Notary Public

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

Printed Name of Notary

My Commission Expires: _____

Resident of _____ County.

CERTIFICATE OF INSURANCE

DATE: 07/12/90

PRODUCER

Yaste, Zent & Rye Agency, Inc.
 127 W. Berry St., Ste. 1200
 P.O. Box 1367
 Fort Wayne, IN 46801
 (219) 423-1591

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs
 NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
 EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A MONROE GUARANTY
 LETTER

COMPANY B MOTORIST MUTUAL INSURANCE COMPANY
 LETTER

COMPANY C
 LETTER

COMPANY D
 LETTER

COMPANY E
 LETTER

INSURED

Dehner Construction Inc.
 2110 Lower Huntington Road
 Fort Wayne, IN 46819

COVERS

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> [] CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>	M6 127065 N-9	12/30/89	12/30/90	GENERAL AGGREGATE	\$ 1000	
					PRODUCTS-COMP/OPS AGGREGATE	\$ 1000	
					PERSONAL & ADVERTISING INJURY	\$ 1000	
					EACH OCCURRENCE	\$ 1000	
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50	
					MEDICAL EXPENSE(ANY ONE PERSON)	\$ 5	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> <input type="checkbox"/>	33.169770-E	01/25/90	01/25/91	CSL	\$ 1000	
					BODILY INJURY (PER PERSON)	\$	
					BODILY INJURY (PER ACCIDENT)	\$	
					PROPERTY DAMAGE	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE		AGGREGATE
					\$		\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	M6127065 W-9	12/30/89	12/30/90	STATUTORY		
					\$ 100	(EACH ACCIDENT)	
					\$ 500	(DISEASE-POLICY LIMIT)	
					\$ 100	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Res. # 1057-89 Sherwood Terrace Water Main

CERTIFICATE HOLDER

City of Fort Wayne
 One Main Street
 Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **DEHNER CONSTRUCTION, INC.**

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, **FIDELITY AND GUARANTY INSURANCE COMPANY**

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Eighteen Thousand, Eight Hundred Forty and 00/100----- Dollars (\$ 18,840.00-----),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated June 27, 1990, entered into a contract with Owner for

Resolution #1057-89 Sherwood Terrace - Watermain Extension

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that DEHNER CONSTRUCTION, INC.

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, FIDELITY AND GUARANTY INSURANCE COMPANY

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Eighteen Thousand, Eight Hundred Forty and 00/100----
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 18,840.00-----), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated June 27, 1990, entered into a contract with Owner for Resolution #1057-89 Sherwood Terrace - Watermain Extension

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

FGIC

CERTIFIED COPY
GENERAL POWER OF ATTORNEY

NO. FGIC 597

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY AND GUARANTY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Iowa, and having its principal office at 100 Light Street, Baltimore, Maryland 21202, does hereby constitute and appoint **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green** of the City of **Fort Wayne**, State of **Indiana** its true and lawful Attorneys-in-Fact, with power and authority to sign its name as surety to, and to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof; and the said FIDELITY AND GUARANTY INSURANCE COMPANY hereby ratifies and confirms all of the acts of said Attorneys-in-fact, pursuant to these premises.

This appointment is made under and by authority of a by-law of the said FIDELITY AND GUARANTY INSURANCE COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney.

IN WITNESS WHEREOF, the said FIDELITY AND GUARANTY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signature of its Assistant Vice-President and Assistant Secretary, this 8th day of April , 19 88 .

FIDELITY AND GUARANTY INSURANCE COMPANY

(Signed) *By W. J. D. Somerville, Jr.*
Assistant Vice-President.

(SEAL) (Signed) *W. R. Holley*
Assistant Secretary.

STATE OF MARYLAND
BALTIMORE CITY ss:

On this 8th day of April , 19 88 , before me personally came **W. J. D. Somerville, Jr.**, Assistant Vice President of FIDELITY AND GUARANTY INSURANCE COMPANY and **W. R. Holley**, Assistant Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally sworn, said that they, the said **W. J. D. Somerville, Jr.** and **W. R. Holley** were respectively the Assistant Vice President and Assistant Secretary of the said FIDELITY AND GUARANTY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by authority of the by-laws of said corporation; and that they signed their names hereto like authority as Assistant Vice President and Assistant Secretary, respectively, of the Corporation.

My Commission expires the first day of July, 19 90 .

(SEAL) (Signed) *Margaret M. Hurst*
NOTARY PUBLIC

Read the first time in full and on motion by Burns,
seconded by Salvius, and duly adopted, read the second time in
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on 19, the 11 day
of October, 19, at 7:30 P.M.

DATED:

8-16 90

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Collier, and duly adopted, placed on its
passage. PASSED ~~1st~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>		<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>			<u> </u>
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u> </u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>				<u> </u>
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED:

8-28-50

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-211-90
on the 28th day of August, 1980.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of August, 199
at the hour of 11:00 o'clock A.M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31st day of August, 1990, at the hour of 3:30 o'clock P.M., F.S.W.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #1057-89, Sherwood Terrace Water Main

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Contract for Res. #1057-89, Sherwood Terrace Water Main is for a system of water mains in and along East Sherwood Terrace from Wayne Trace to Holley Avenue. Dehner Construction, Inc., is the contractor.

PRIOR APPROVAL RECEIVED ON 7/24/90

EFFECT OF PASSAGE: Restoration of Water Maintenance Utility Cuts

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$18,840.00

ASSIGNED TO COMMITTEE:

J-90-08-19

BILL NO. S-90-08-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract FOR
RES. #1057-89, SHERWOOD TERRACE WATER MAIN between DEHNER
CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns

John T. Long

Mark E. Giaquinta

Samuel Talarico

C. Edmunds

David Long

DATED: 8-28-90.

Sandra E. Kennedy
City Clerk